



Mellon Bank

RECORDED BY 33-20 FILE NO.

Mellon Bank N A
Mellon Bank Center
Pittsburgh, PA 15258-0001

JAN 4 1989 10 12 AM

INTERSTATE COMMERCE COMMISSION

December 28, 1988

Ms. Noretta McGee
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Re: Security interest in favor of Mellon Bank,
N.A., as Agent, in leases for tank barges

Dear Secretary:

Enclosed are an original and one copy/counterpart of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the United States Code.

This document is a Security Agreement, a primary document, dated December 28, 1988.

The names and addresses of the parties to the documents are as follows:

Debtor -- Koppers Industries, Inc.
Koppers Building
Pittsburgh, PA 15219

Attention: Robert K. Wagner

Secured Party -- Mellon Bank, N.A.
One Mellon Bank Center
Pittsburgh, PA 15258

A description of the equipment covered by the document follows:

Ms. Noretta McGee

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December 28, 1988

No.	Type of Equipment	Description as contained in the U.S. Coast Guard Certificate of Enrollment				Identifying Marks	Endorsement by U.S. Coast Guard
		Size	Build Type	Compartments	Steep Coils	Power	
1	Tank Barge	195 x 35 x 11	Double Skin Box Barge	Six	External/Internal ¹	None	DN 405 O&D
2	Tank Barge	195 x 35 x 12	Double Skin Semi Barge	Six	External/Internal ²	Blackmer	DN 909 O&D
3	Tank Barge	195 x 35 x 12	Double Skin Semi Barge	Three	Internal/Internal ³	Blackmer	DN 944 O&D
4	Tank Barge	195 x 35 x 12	Double Skin Semi Barge	Three	External/Internal ⁴	Blackmer	DN 945 D
5	Tank Barge	195 x 35 x 12	Double Skin Semi Barge	Three	External	Blackmer	DN 946 O&D
6	Tank Barge	195 x 35 x 12	Double Skin Semi Barge	Three	External/Internal ⁵	Blackmer	DN 947 O&D
7	Tank Barge	195 x 35 x 12	Double Skin Semi Barge	Three	External/Internal ⁶	Blackmer	DN 949 O&D
8	Tank Barge	195 x 35 x 12	Double Skin Semi Barge	Three	External/Internal ⁷	Blackmer	DN 951 O&D
9	Tank Barge	195 x 35 x 12	Double Skin Semi Barge	Three	External	Blackmer	DN 952 O&D
10	Tank Barge	195 x 35 x 12	Double Skin Semi Barge	Three	External/Internal ⁸	Blackmer	DN 953 O&D

- 1 Internal coils installed December '81 along walls
- 2 Internal coils installed May '82 along walls (KC1)
- 3 Internal coils installed September '82 along floor (DC)
- 4 Internal coils installed November '83 along walls (KC1)
- 5 Internal coils installed October '83 along walls (KC1)
- 6 Internal coils installed October '83 along walls (KC1)
- 7 Internal coils installed January '84 along walls (KC1)
- 8 Internal coils installed February '84 along walls (KC1)

\$13.00

A fee of ~~\$10.00~~ is enclosed. Please return the original and any extra copies not needed by the commission for recordation to Yvonne F. Bukstein, Esquire, Reed Smith Shaw & McClay, 435 Sixth Avenue, Pittsburgh, PA 15219.

A short summary of the document to appear in the index follows:

The Security Agreement is between the Debtor, Koppers Industries, Inc., whose address is Koppers Building, Pittsburgh, PA 15219, Attention: Robert K. Wagner, and the Secured Party, Mellon Bank, N.A. whose address is One Mellon Bank Center, Pittsburgh, PA 15258, dated December 28, 1988.

Ms. Noretta McGee

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December 28, 1988

Included in the property covered by the aforesaid Security Agreement are interests in leases for tank barges intended for use related to interstate commerce, held by Koppers Industries, Inc. at the date of said Security Agreement or thereafter acquired by it or its successors as lessee of the vessels covered by the Security Agreement.

If you have any questions or comments please do not hesitate to call Ms. Bukstein at 1-800-288-7776.

Very truly yours,

MELLON BANK, N.A.

By *Barry Su SOL*

Title *Vice President*

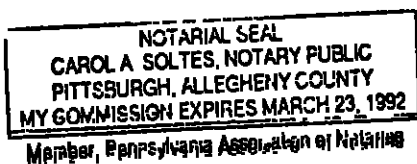
CORPORATE FORM OF
ACKNOWLEDGEMENT

STATE OF PENNSYLVANIA :
:
COUNTY OF ALLEGHENY :

On this 29th day of December, 1988, before me, personally appeared Becky-Lee S. O'Connor, to me personally known, who being by me duly sworn, says that (s)he is the Vice President of Mellon Bank, N.A., that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Carol A. Soltes
Notary Public

My Commission expires:



PLEDGE AND SECURITY AGREEMENT

RECORDATION NO. 33-11
JAN 4 1989 1040 AM
INTERSTATE COMMERCE COMMISSION

THIS PLEDGE AND SECURITY AGREEMENT (this "Agreement", dated as of December 28, 1988, by and between KOPPERS INDUSTRIES, INC. (the "Borrower"), a Pennsylvania corporation, and MELLON BANK, N.A., a national banking association, as agent for the Banks hereinafter referred to (the "Agent").

W I T N E S S E T H T H A T :

WHEREAS, pursuant to a Credit Agreement, dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Credit Agreement") by and among the Borrower, Koppers Holdings Corporation (the "Guarantor"), the Banks from time to time party thereto (individually a "Bank" and collectively the "Banks") and the Agent, the Banks have agreed to extend credit to the Borrower in an aggregate principal amount not exceeding at any one time outstanding \$230,000,000; and

WHEREAS, the obligation of the Banks to extend such credit under the Credit Agreement is subject to the condition, among others, that the Borrower grant to and create in favor of the Agent, for the ratable benefit of the Banks, a security interest in all assets of the Borrower as hereinafter provided;

NOW, THEREFORE, in consideration of the Debt (as hereinafter defined) and other good and valuable consideration, receipt of which is hereby acknowledged by the Borrower, and in order to induce the Banks to extend credit under the Credit Agreement, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. Certain Definitions. In addition to the words and terms defined elsewhere in this Agreement, the following words and terms shall have the following meanings, respectively, unless the context hereof otherwise clearly requires:

Words and terms defined in the Credit Agreement shall, unless the context hereof clearly otherwise requires, have the same meanings herein as therein provided.

"Accounts" shall mean all rights of the Borrower, whether presently owned or existing or hereafter acquired or arising by or in favor of the Borrower, to payment for Goods sold or leased or for services rendered which are not evidenced by an Instrument or Chattel Paper, whether or not earned by performance.

"Agreement" shall mean this Pledge and Security Agreement as the same may be amended, modified or supplemented from time to time.

"Chattel Paper" shall mean a writing or writings which evidence both a monetary obligation and a security interest in or a lease of specific Goods. When a transaction is evidenced both by such a security agreement or a lease and by an instrument or a series of instruments, the group of writings taken together constitutes Chattel Paper.

"Code" shall mean the Uniform Commercial Code as in effect on the date of this Agreement and as the same may be amended from time to time hereafter in any relevant jurisdiction.

"Collateral" shall mean, collectively, all of the Borrower's present and future right, title and interest in and to the following property, whether now owned or held or hereafter existing or acquired and wherever located: (i) the Accounts, Chattel Paper, Contract Rights, Equipment, Inventory, Instruments, Documents and General Intangibles; (ii) all Fixtures of every kind and description; (iii) all money, including, without limitation, all working capital; and (iv) all products and Proceeds of the foregoing.

"Contract Rights" shall mean all rights of the Borrower to payment under any contract not yet earned by performance which are not evidenced by an Instrument or Chattel Paper.

"Debt" shall mean (i) all indebtedness, obligations and liabilities of the Borrower, whether of principal, interest, fees, expenses or otherwise, now existing or hereafter contracted or incurred under or in connection with the Credit Agreement or any Related Document, and any and all extensions, renewals, refinancings, refundings, substitutions of or for any thereof in whole or in part, (ii) all indebtedness of the Borrower to the Banks evidenced by the Notes, both principal and interest, and any extensions, renewals, refinancings, refundings, substitutions of or for any thereof in whole or in part, (iii) all future advances made by the Banks for the protection or preservation of the Collateral, including, without limitation, advances for storage and transportation charges, taxes, insurance, repairs and the like and (iv) any and all costs and expenses, including attorneys' fees and legal expenses, paid or incurred by the Agent or the Banks in connection with the collection of the amounts referred to in the preceding clauses (i), (ii) and (iii).

"Documents" shall mean all documents of title (as defined by the Code) now owned or hereafter acquired by the Borrower.

"Equipment" shall mean all Goods now or hereafter owned by the Borrower whether now or hereafter deemed to constitute Fixtures, whenever acquired and wherever located, used or

bought for use primarily in its business and not included in Inventory, together with all attachments, accessories and parts used or intended to be used with said Goods, whether now or hereafter installed therein or thereon or affixed thereto, as well as all substitutions and replacements thereof in whole or in part. Equipment shall include without limitation the property described in Schedule A attached hereto and made a part hereof.

"Fixtures" shall mean all Goods that become so related to particular real estate that an interest therein arises under real estate law.

"General Intangibles" shall mean all personal property (including things in action) now owned or hereafter acquired by the Borrower, other than Goods, Accounts, Chattel Paper, Contract Rights, Documents, Instruments and money. General Intangibles shall include without limitation the property described in Schedule B attached hereto and made a part hereof.

"Goods" shall mean all things now owned or hereafter acquired by the Borrower and wherever located which are movable or which are Fixtures, but does not include money, Documents, Instruments, Accounts, Chattel Paper or General Intangibles.

"Instruments" shall mean all (i) negotiable instruments, (ii) certificated securities, including, without limitation, the Stock, and (iii) other writings which evidence a right to the payment of money which are not themselves security agreements or leases and which are of a type which are in the ordinary course of business transferred by delivery with any necessary endorsement or assignment, now owned or hereafter acquired by the Borrower.

"Inventory" shall mean all Goods now or hereafter owned by the Borrower, whenever acquired and wherever located, held for sale or lease or furnished or to be furnished under contracts of service, and all raw materials, work in process and materials now or hereafter owned by the Borrower, whenever acquired and wherever located, and used or consumed in its business.

"Proceeds" shall mean whatever is received when Collateral or Proceeds are sold, exchanged, collected or otherwise disposed of, both cash and non-cash, including, without limitation, the proceeds of insurance payable by reason of loss of or damage to Collateral or Proceeds.

"Stock" shall mean, collectively, all the outstanding stock of the Subsidiaries, such stock being described in Schedule C attached hereto and made a part hereof, together

with (i) all additions thereto and substitutions therefor and (ii) all cash, stock and other dividends paid upon, all securities received incident to the ownership of or in exchange for, and all rights to subscribe for securities incident to the ownership of, said securities or any thereof and (iii) all other shares of stock of the Subsidiaries issued hereafter.

2. Security. As security for the full and timely payment of the Debt in accordance with the terms of the respective instruments or agreements now or hereafter evidencing the Debt or pursuant to which the Debt is created, the Borrower (a) hereby pledges the Collateral to the Agent, for the ratable benefit of the Banks, and (b) hereby agrees that the Agent, for the ratable benefit of the Banks, shall have, and the Borrower hereby grants to and creates in favor of the Agent, for the ratable benefit of the Banks, a security interest under the Code in and to the Collateral. For the purpose of perfecting the Agent's security interest in the securities identified in Schedule C attached hereto, the Borrower has herewith delivered such securities to the Agent, together with undated stock powers therefor duly signed by the Borrower in blank.

3. Agent Has Rights and Remedies of a Secured Party. In addition to all rights and remedies given to the Agent by this Agreement, the Credit Agreement, the Notes and the other Related Documents, the Agent shall have all the rights and remedies of a secured party under the Code.

4. Provisions Applicable to the Collateral. The parties agree that, at all times during the term of this Agreement, the following provisions shall be applicable to the Collateral:

(a) The Borrower shall maintain and keep its principal place of business and its chief executive office and shall maintain and keep its records concerning the Collateral at Pittsburgh, Pennsylvania and at no other location without prior written notification to the Agent and without taking any action, including the filing of financing statements, which may be necessary or desirable, to preserve the Agent's security interest in the Collateral. The Borrower shall keep its Equipment and Inventory at the locations set forth on Schedule D attached hereto and made a part hereof, and at no other location without the prior written notification to the Agent and without taking any action, including the filing of financing statements, which may be necessary or desirable to preserve the Agent's security interest in the Collateral.

(b) Promptly upon request of the Agent from time to time, the Borrower shall furnish the Agent and each Bank with duplicate copies of all invoices rendered to account debtors in respect of the Accounts and such other information concerning the Borrower, its creditworthiness, the Collateral

owned by it and compliance with this Agreement as the Agent may reasonably request.

(c) The Borrower shall furnish to the Agent and each Bank, promptly after the close of each fiscal quarter and after request of the Agent from time to time, a certificate, signed by its principal financial officer, setting forth as of the date of such certificate (i) the totals of the unpaid dollar amounts, net of any discounts, of those Accounts that are current, those that are 30 to 60 days old, those that are 60 to 90 days old, and those that are over 90 days old, listing separately in all cases the amount of Accounts due to intercompany transactions between the Borrower and any Affiliated Entities, (ii) the dollar amount, valued at the lower of cost or market, and location of the Inventory and (iii) such information as the Agent may reasonably request concerning the Proceeds received or receivable by the Borrower.

(d) Notwithstanding the security interest in the Collateral granted to and created in favor of the Agent under this Agreement, the Borrower shall have the right, until one or more of the Events of Default shall occur and be continuing or shall exist, to sell, lease or otherwise dispose of the Inventory in the ordinary course of the Borrower's business.

(e) Notwithstanding the security interest in the Collateral granted to and created in favor of the Agent by this Agreement, the Borrower shall have the right, until the occurrence and during the continuance of an Event of Default, (i) to collect and retain all cash dividends paid upon the Stock, (ii) to exercise all voting rights with respect to the Stock, (iii) to hold the Stock in its own name or that of its nominees and (iv) to give all consents, waivers and ratifications in respect thereof.

(f) The Borrower agrees to deliver to the Agent forthwith upon receipt by the Borrower, to be held by the Agent as part of the Collateral under and subject to the terms of this Agreement, all stock dividends and other dividends (other than cash) received by the Borrower at any time and paid upon any securities included in the Collateral, and all other securities included within the definition of Collateral which are received by the Borrower at any time after the execution hereof, in each case together with undated stock powers or other appropriate powers therefor duly signed by the Borrower in blank. Concurrently with any delivery by the Borrower to the Agent of securities not identified in Schedule C attached hereto but to be included in the Collateral hereunder, whether pursuant to this Section 4 or otherwise, the Borrower shall furnish the Agent a revised copy of Schedule C hereto, identifying such further

securities as well as all other securities included in the Collateral then in the possession of the Agent, such revised copy to constitute an amendment of Schedule C hereto upon acceptance and initialing thereof by the Agent.

(g) The Borrower represents and warrants to the Agent that it does not currently own or hold any Documents, Instruments or Chattel Paper except the securities listed on Schedule C. In order to perfect the security interest granted by the Borrower hereby, the Borrower shall deliver to the Agent possession of any Documents, Instruments and Chattel Paper hereafter acquired by the Borrower (duly endorsed by the Borrower in blank), promptly upon its acquisition of the same.

(h) Notwithstanding the security interest in the Collateral granted to and created in favor of the Agent under this Agreement, the Borrower shall have the right, until one or more of the Events of Default shall occur and be continuing or shall exist, at its own cost and expense, to collect any and all amounts due or to become due in respect of any Chattel Paper, Instruments and General Intangibles. If one or more of the Events of Default shall occur and be continuing or shall exist, the Agent shall have the rights (i) to direct any party liable to pay any such amount to make payment thereof directly to the Agent and (ii) to demand for, collect and receive any and all such payments.

(i) The Borrower shall not sell, lease, transfer or otherwise dispose of any of the Collateral except to the extent permitted by Section 7.11 of the Credit Agreement.

5. Certain Covenants. The Borrower agrees that:

(a) The Borrower has and will have good and marketable title to the Collateral from time to time owned or acquired by it, free and clear of all liens, encumbrances and security interests, except Permitted Liens. The Borrower will defend such title against the claims and demands of all persons whomsoever.

(b) Except as may be permitted by the Credit Agreement, the Borrower will not (i) borrow against the Collateral from any person, firm or corporation other than the Banks, (ii) create, incur, assume or suffer to exist any Lien on any of the Collateral, (iii) permit any levy or attachment to be made against any of the Collateral except any levy or attachment relating to this Agreement, (iv) permit any financing statement to be on file with respect to any of the Collateral, except financing statements in favor of the Agent or (v) cause or permit any Subsidiary to issue any stock, security or other evidence of equity which would not be

covered by the pledge contained in Section 2 hereof and the definition of Stock contained in Section 1 hereof.

(c) The Agent is hereby appointed attorney-in-fact for the Borrower to do all acts and things which the Agent may deem necessary or advisable to preserve, perfect and continue perfected the Agent's security interest in the Collateral, including, without limitation, the signing of financing and other similar statements.

(d) Risk of loss of, damage to or destruction of the Collateral is on the Borrower. The Borrower will insure the Collateral against such risks and casualties and in such amounts and with such insurers as are specified in the Credit Agreement. All such policies of insurance shall contain loss payable clauses in favor of the Borrower and the Agent as their respective interests may appear, and such policies or certificates evidencing the same shall be deposited with the Agent immediately upon the request of the Agent. The Borrower agrees to notify the Agent promptly of any notice of cancellation of any such policy and agrees not to cancel, mortgage, pledge, hypothecate, sell, transfer or assign its interest in any such insurance or any rights to cancel such insurance or to obtain the return of the unearned premiums therefor to any person other than the Agent. If the Borrower fails to effect and keep in full force and effect such insurance or fails to pay the premiums thereon when due, the Agent may do so for the account of the Borrower and add the cost thereof to the Debt, and the same shall be payable to the Agent on demand. The Borrower hereby assigns and sets over unto the Agent all moneys which may become payable on account of such insurance, including, without limitation, any return of unearned premiums which may be due upon cancellation of any such insurance, and directs the insurers to pay the Agent any amount so due. The Agent, its officers, employees and authorized agents, are hereby irrevocably appointed attorneys-in-fact of the Borrower to endorse any draft or check which may be payable to the Borrower in order to collect the proceeds of such insurance or any return of unearned premiums. Such proceeds shall be applied to the payment or prepayment of the Debt in such order as the Agent may determine in accordance with Section 2.19 of the Credit Agreement. Any balance of insurance proceeds remaining in the possession of the Agent after payment in full of the Debt shall be paid to the Borrower or order.

(e) The Borrower assumes full responsibility for taking any and all necessary steps to preserve rights in respect of the Accounts, Chattel Paper, Contract Rights, Instruments, Documents and General Intangibles against all account debtors, obligors and other persons.

(f) Upon the occurrence and during the continuance of any Event of Default, the Borrower shall promptly upon demand by the Agent assemble the Equipment and Inventory and make it available to the Agent at the place or places to be designated by the Agent which shall be reasonably convenient to all parties. The right of the Agent under this subsection (f) to have the Equipment and Inventory assembled and made available to it is of the essence of this Agreement and the Agent may, at its election, enforce such right by a bill in equity for specific performance.

(g) If the Borrower fails to maintain each item of Equipment and Inventory in accordance with the requirements specified in the Credit Agreement, the Agent may pay the cost of such repairs or maintenance and such taxes, levies or other impositions for the account of the Borrower and add the amount thereof to the Debt, and the same shall be payable to the Agent on demand.

The Agent shall have no duty as to the collection or protection of the Collateral or any part thereof or any income thereon, or as to the preservation of any rights pertaining thereto, beyond exercising reasonable care in the custody of any Collateral actually in the possession of the Agent. The Agent shall be deemed to have exercised reasonable care in the custody and preservation of such of the Collateral as may be in its possession if it takes such action for that purpose as the Borrower shall request in writing, provided that such requested action shall not, in the judgment of the Agent, impair the Agent's security interest in the Collateral or its rights in, or the value of, the Collateral, and provided further that such written request is received by the Agent in sufficient time to permit it to take the requested action.

6. Lockbox Provisions.

do with the Agent Bank
(a) The Borrower will advise its customers to send all checks, drafts or other orders for the payment of money ("Items") to the lockbox address set forth on Schedule E attached hereto. Such notification shall be in such form and at such times as the Agent may require. The Agent will pick up mail containing Items at the U.S. Post Office from time to time in accordance with the Agent's regular lockbox collection schedules.

(b) The Agent will open the envelopes picked up from the lockbox and will remove the contents thereof. Items contained in the envelopes will be inspected and handled as follows:

- (i) Payees. An Item not bearing an acceptable payee designation, as set forth in the specifications furnished by the Borrower to the Agent (the "Specifications"), or a reasonable variation thereof, will not be deposited by the Agent in the account

designated on Schedule E attached hereto (the "Account"). If a necessary endorsement of a payee other than the Borrower is missing, the Item will not be deposited into the Account.

- (ii) Dates. An Item will be deposited into the Account whether it is stale dated, post dated or does not bear a date.
- (iii) Amounts. If the written and numeric amounts of an Item differ, the written amount shall control over the numeric amount unless the written amount is ambiguous. If the amount of an Item cannot be determined from application of the preceding sentence, or if the amount is missing altogether, the Item will not be deposited into the Account.
- (iv) Drawer's Signatures. For an Item in which the drawer's signature is missing, the Agent will deposit it into the Account and affix a stamp requesting the drawee bank or other payor to contact the drawer for authority to pay the Item.
- (v) Alterations. An Item which appears to the Agent to have been materially altered will not be deposited into the Account.
- (vi) Other Language. The Agent will examine the front and back sides of Items to detect handwritten or typed "paid in full" or similar language. Where the Agent's personnel observe that such language has been handwritten or typed on the Item, such Item will not be deposited into the Account.
- (vii) International Payments. An Item denominated in a foreign currency and drawn on a foreign bank will not be deposited into the Account but will be submitted for collection only. An appropriate advice will be forwarded to the Borrower. The Agent shall not be responsible for fluctuation in exchange rates.

(c) Items found acceptable for deposit under subsection 6(b) above will be encoded, photocopied, endorsed and deposited into the Account. The Borrower hereby grants to the Agent an irrevocable power of attorney coupled with an interest, to endorse all Items. The endorsement will read: "Deposit to the credit of within named payee, Mellon Bank, N.A., Pittsburgh, Pennsylvania" or words of similar import. This endorsement will function as the endorsement of the payee of the Item and the same liability shall exist under the Uniform Commercial Code or other applicable law for warranty, charge back, refund or otherwise as if the payee had affixed its own endorsement in blank on the Item.

In order to maximize daily receipts and funds availability, the Agent will make deposits throughout the day in anticipation of major check clearing deadlines. The Agent will send the following to the Borrower in accordance with the Specifications:

- (i) photocopies of deposited Items and the original accompanying papers;
- (ii) one deposit ticket copy for each deposit;
- (iii) original Items unacceptable for deposit under subsection 6(b), accompanying papers and other miscellaneous written communications received through the lockbox.

In addition, the Agent will send the following to the Borrower in accordance with the Specifications:

- a. photocopies of deposited Items;
- b. one deposit ticket copy for each deposit;
- c. photocopies of Items unacceptable for deposit.
- (d) The Agent will handle returned Items and said notification thereof in accordance with the procedures set forth in the Specifications.
- (e) The Borrower will pay the Agent for lockbox services as set forth in the Specifications. The Agent may change such fees from time to time upon 60 day's prior notice to the Borrower.
- (f) The Agent shall have the right to credit or debit the Account to correct processing mistakes which are capable of correction. Copies of credit or debit advices will be sent to the Borrower as set forth in the Specifications. If the Borrower does not object to entries appearing on the Account statement within 18 months of the transaction date, the Agent's accounting thereon shall become final and binding.
- (g) Upon the occurrence and during the continuance of an Event of Default, the Borrower shall be unable to withdraw any Item from the Account, execute any draft therefor or otherwise have any right therein, and the Bank shall have the right to set off any of the funds in the Account against the Debt.
- (h) The Agent shall have no duty to perform services not enumerated in this Section 6 and the Agent's responsibility hereunder shall be limited to the exercise of ordinary care. Failure to exercise ordinary care shall not be inferable by reason of loss of an Item, without in addition thereto a showing of

negligence on the part of the Agent. Establishment of and substantial compliance with the procedures set forth herein by the Agent shall be deemed to constitute the exercise of ordinary care. The Borrower agrees that occasional unintentional deviations by the Agent from the procedures set forth herein shall not be deemed a failure to exercise ordinary care. The Agent shall not be liable for failure to perform under this Section 6 if such failure is due to the occurrence of any event beyond the control of the Agent, provided that the Agent exercises reasonable diligence under the circumstances.

7. Events of Default. If one or more of the Events of Default shall occur and be continuing or shall exist, then and in any such event, the Agent shall have such rights and remedies in respect of the Collateral or any part thereof as are provided by the Code and such other rights and remedies in respect thereof which it may have at law or in equity or under this Agreement, including, without limitation, the right to (i) enter any premises where Equipment or Inventory is located and take possession of the same without demand or notice and without prior judicial hearing or legal proceedings, which the Borrower hereby expressly waives, (ii) transfer into the Agent's name, or into the name of its nominee or nominees, all or any portion of the Stock and thereafter receive all cash dividends or other cash payments paid thereon, vote the same, give all consents, waivers and ratifications in respect thereof and otherwise act with respect thereto as though it were the absolute owner thereof and/or (iii) sell all or any portion of the Collateral at any broker's board or at public or private sale, without prior notice to the Borrower except as otherwise required by law (and if notice is required by law, after ten days' prior written notice), at such time or times and in such manner and upon such terms, whether for cash or on credit, as the Agent in its sole discretion may determine. The Agent shall apply the Proceeds of any such sale and any Proceeds received by the Agent first to the payment of the reasonable costs and expenses incurred by the Agent or any Bank in connection with such sale or collection, including, without limitation, reasonable attorneys' fees and legal expenses, second to the payment of the Debt in such order as the Agent may determine in accordance with Section 2.19 of the Credit Agreement until the Debt has been paid in full, and then to pay the balance, if any, as required by law.

The Borrower recognizes that the Agent may be unable to effect a public sale of all or a portion of the Stock by reason of certain provisions contained in the United States Securities Act of 1933 and applicable state securities laws and, under the circumstances then existing, may reasonably resort to one or more private sales to a restricted group of purchasers who will be obliged to agree, among other things, to acquire such Stock for their own account for investment and not with a view to the distribution or resale thereof. The Borrower agrees that private sales so made may be at prices and on other terms less favorable to the seller than if such Stock were sold at public sale and that

the Agent has no obligation to delay sale of any of the Stock for the period of time necessary to permit the issuers of such Stock, even if such issuers would agree, to register or qualify such Stock for public sale under the Securities Act of 1933 and applicable state securities laws. The Borrower agrees that private sales made under the foregoing circumstances shall be deemed to have been made in a commercially reasonable manner hereunder and under the Code.

• 8. Amendments. The provisions of this Agreement may from time to time be waived, modified, supplemented or amended with the written consent of the Borrower and the Agent. Any waiver, permit, consent or approval of any kind or character on the part of the Agent of or to any breach or default under this Agreement or any such waiver of any provision or condition of this Agreement must be in writing and shall be effective only to the extent specifically set forth in such writing.

9. Defeasance. Upon the payment in full of the Debt, this Agreement shall terminate and be of no further force or effect; provided, however, that this Agreement shall not terminate so long as the Borrower may borrow under the Credit Agreement or any Letter of Credit remains outstanding. Until such time, however, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

10. Severability. If any provision of this Agreement shall for any reason be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, but this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

11. Waiver. No delay or failure on the part of the Agent in exercising any right, remedy, power or privilege hereunder shall operate as a waiver thereof or of any other right, remedy, power or privilege of the Agent or the Banks hereunder or under the Credit Agreement or any instrument or instruments now or hereafter evidencing the Debt; nor shall any single or partial exercise of any such right, remedy, power or privilege preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies of the Agent under this Agreement are cumulative and not exclusive of any rights or remedies which it might otherwise have.

12. Indemnification. The Borrower will indemnify and save and hold the Agent and the Banks harmless from and against any and all claims, damages, losses, liabilities or judgments which may be incurred or sustained by the Agent or any Bank or asserted against the Agent or any Bank, directly or indirectly, in connection with the existence of or the lawful exercise of any of the security rights with respect to the Collateral, except for

matters which may result from the gross negligence or willful misconduct of the Agent or any Bank. The covenants contained in this paragraph shall survive the termination of the other provisions of this Agreement. In the event of any action at law or suit in equity in relation to this Agreement, the Borrower, in addition to all other sums which they may be required to pay, will pay a reasonable sum for attorneys' fees incurred by the Agent in connection with such action or suit and all other expenses of collection.

13. Survival. All representations, warranties, covenants and agreements of the Borrower contained herein or made in writing in connection herewith shall survive the execution and delivery of this Agreement and shall continue in full force and effect from and after the date hereof until payment in full of the Debt.

14. Notices. All notices hereunder shall be given in accordance with, and become effective as provided by, Section 10.05 of the Credit Agreement.

15. Governing Law. The Code shall govern the attachment, perfection and the effect of attachment and perfection of the Agent's security interest in the Collateral and the rights, duties and obligations of the Agent and the Borrower with respect thereto. This Agreement shall be deemed to be a contract under the laws of the Commonwealth of Pennsylvania and the execution and delivery hereof and, to the extent not inconsistent with the preceding sentence, the terms and provisions hereof shall be governed by and construed in accordance with the laws of said Commonwealth. Unless the context otherwise requires, all terms used herein which are defined in the Code shall have the meanings therein stated.

16. Headings. The headings of this Agreement are for convenience only and shall not be construed as a part of this Agreement.

17. Counterparts. This Agreement may be executed in counterparts, each of which when so executed shall together constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto, by their officers thereunto duly authorized, have executed and delivered this Agreement as of the day and year first above written.

Attest:

KOPPERS INDUSTRIES, INC.

By

Robert A. Swiney
Title: Secretary
[Seal]

By

R. W. Agnew
Title: President

MELLON BANK, N.A., as Agent

By

Benjamin S. 106
Title: Vice President

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF ALLEGHENY) ss:

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Notarial Seal]

NOTARIAL SEAL
CAROL A. SOLTES, NOTARY PUBLIC
PITTSBURGH, ALLEGHENY COUNTY
MY COMMISSION EXPIRES MARCH 23, 1992

Member, Pennsylvania Association of Notaries

SCHEDULE A

Schedule of Equipment

Owned Motor Vehicles

<u>Location</u>	<u>Make</u>	<u>Type</u>	<u>Serial Number</u>	<u>Year</u>
Portland, OR	Caterpillar	Forklift	81M4415	1977
Portland, OR	Caterpillar	Forklift	4N3694	1970
Portland, OR	Caterpillar	Front End Loader	41Y0476	1976
Portland, OR	Allis Chalmers	Front End Loader	8401313415	1974
Portland, OR	Chevrolet	Dump Truck	C65362171387	1966
Woodward Tar Plant	Chevrolet	Dump Truck	1GBE6D1A7HU112896	1987
Woodward Tar Plant	Broderson	Yard Crane	175B	1986
Woodward Tar Plant	Townmotor	Lift Truck	81M720	1971
Woodward Tar Plant	Clarke	Lift Truck	355-1750-4161	
Woodward Tar Plant	Allis Chalmers	Lift Truck	DFH120955	1979
Woodward Tar Plant	Allis Chalmers	Lift Truck	DFH120956	1979
Woodward Tar Plant	Cushman	Utility Truck	1CUNH2226JL011710	1987
Woodward Tar Plant	Hyster	Lift Truck	D2D-2858W	1977
Woodward Tar Plant	Hyster	Lift Truck	D2D-71022	1979
Woodward Tar Plant	Hyster	Lift Truck	B108V-11229E	1984
Woodward Tar Plant	Hyster	Lift Truck	C108V-6705J	1988
Houston Tar Plant	Hobbs	Tank	1H4T04222BL014002	1981
Houston Tar Plant	Hobbs	Tank	1H4T04220BL014001	1981

<u>Location</u>	<u>Make</u>	<u>Type</u>	<u>Serial Number</u>	<u>Year</u>
Houston Tar Plant	Entyre	Tank	T1201B1242	1980
Houston Tar Plant	Entyre	Tank	T1200B1241	1980
Houston Tar Plant	Entyre	Tank	K2933K9551	1979
Houston Tar Plant	Entyre	Tank	K2932K9500	1979
Houston Tar Plant	Entyre	Tank	5454H32	1974
Houston Tar Plant	Baker	Forklift	MI896-108-109	
Houston Tar Plant	Clark	Forklift	355-724-4382	1977
Houston Tar Plant	Caterpillar	Forklift	38403697	1984
Houston Tar Plant	Caterpillar	Forklift	8EB01341	1985
Houston Tar Plant	Ford	Front End Loader	4687	1975
Houston Tar Plant	International	Front End Loader	3380130C001267	1985
Houston Tar Plant	Ford	Pick-Up	IFTEF15Y3FK849170	1985
Houston Tar Plant	Whiting	Trackmobile	849859	1978
Follansbee, WV	Chevrolet	Station Wagon	1T35JAD460231	1980
Follansbee, WV	EZGO	Cart	A15475	1987
Follansbee, WV	EZGO	Cart	A15373	1987
Follansbee, WV	EZGO	Cart	A153268	1986
Follansbee, WV	Ford	Tractor	U712876	1984
Follansbee, WV	Ford	Tractor	8N	1951
Follansbee, WV	Condor	RT36N	N332-000622	1984
Follansbee, WV	Ford	Truck	F60DVBj0771	1978
Follansbee, WV	International	Fire Truck	486-060H67328	1967
Follansbee, WV	WII Case	Payloader	AG298-648	1981
Follansbee, WV	WII Case	Payloader	AG298-654	1981
Follansbee, WV	H60	Payloader	33792	

<u>Location</u>	<u>Make</u>	<u>Type</u>	<u>Serial Number</u>	<u>Year</u>
Follansbee, WV	Case	Payloader	9831368	
Follansbee, WV	Trackmobile	Car Mover	141C	1979
Follansbee, WV	International	Dump Truck	CF255JHA28284	1979
Follansbee, WV	Chevrolet	Van	1GCDG15D3	1981
Follansbee, WV	Dodge	Van	B21JE9K347938	1979
Follansbee, WV	Clark	Forklift	Y466-2-3605	
Follansbee, WV	Clark	Forklift	685-6-3036	
Follansbee, WV	Clark	Forklift	355-530-3486	
Follansbee, WV	Clark	Forklift	Y355-1340-4323	
Follansbee, WV	Caterpillar	Forklift	327194	
Follansbee, WV	Leroy	Air Compressor	3120X14	
Follansbee, WV	Ingersol Rand	Air Compressor	83572U74-353	
Follansbee, WV	Dodge	Truck	014AE9S120690	1979
Follansbee, WV	Miller	Welder	JG139107	
Follansbee, WV	Miller	Welder	H-H052088	
Follansbee, WV	Lincoln	Welder	RA-706882	
Follansbee, WV	Lincoln	Welder	RA-705686	
Follansbee, WV	Harley Davidson	Golf Cart		
Follansbee, WV	Bitumen	Forklift	C108V05743H	
Follansbee, WV	Bitumen	Forklift	C108V05693H	
Follansbee, WV	Bitumen	Forklift	C001B2794E	
Follansbee, WV	Broderson	Crane	388B	1979
Follansbee, WV	Kobelco	Payloader	1068	1988
Follansbee, WV	International	Tank	AF192JCA1020	1979
Follansbee, WV	Ford	Plant Truck	2FTDF15Y5JC-A54666	1988

<u>Location</u>	<u>Make</u>	<u>Type</u>	<u>Serial Number</u>	<u>Year</u>
Chicago, IL	Caterpillar	Cat End Loader	41K4007	1971
Chicago, IL	Townmotor	Forklift	L510C040CAT	1967
Chicago, IL	Yale-Town	Forklift	4N-404	1970
Chicago, IL	Hyster	Forklift	C002D1658070	1974
Chicago, IL	Townmotor	Forklift	5025630192	1963
Chicago, IL	Townmotor	Forklift	4625660369	1966
Chicago, IL	Yale-Eaton	Forklift	P-271874	1974
Chicago, IL	Caterpillar	Forklift	81M3222	1976
Chicago, IL	Yale-Town	Forklift	P32747	1977
Chicago, IL	Ford	Boom Truck	361CID	1974
Chicago, IL	International	Fire Truck	416080HO74385	1970
Chicago, IL	Miller	Welder	HJ-137338	1974
Chicago, IL	Chevrolet	Van	SGL259012052	1980
Chicago, IL	Lincoln	Welder	870307	1975
Chicago, IL	Yale-Town	Forklift	P-339208	1980
Chicago, IL	Caterpillar	Forklift	38Y01066	1981
Chicago, IL	Gardner-Denver	Air Compressor	393896	1983
Chicago, IL	Chevrolet	Pickup	IGCB514Y4D21769795	1983
Chicago, IL	Chevrolet	Pickup	CCZ14AZ142753	1983
Chicago, IL	International	Dump	1HTLAHGP3FHA24093	1985
Chicago, IL	Lincoln	Gas Welder	633589	1978
Chicago, IL	Lincoln	Gas Welder	A-488857	1983
Chicago, IL	Chevrolet	Van	CGT258U218291	1978
Chicago, IL	Case	Bobcat	9883020	1985
Chicago, IL	Ford	Pickup	F25YLBUS8652	1976

<u>Location</u>	<u>Make</u>	<u>Type</u>	<u>Serial Number</u>	<u>Year</u>
Chicago, IL	Hyster	Forklift	A177B-11727G	1986
Chicago, IL	Hyster	Forklift	JG067025	1986
Chicago, IL	General Motors	Van	CPT3293327256	1977
Chicago, IL	General Motors	Truck	SNCCM33AJ147406	1980
Chicago, IL	Cushman	Cart		1987
Chicago, IL	Caterpillar	Forklift	38Y02889	1984
Chicago, IL	Chevrolet	Pickup	1GCCS14B2J212596	1988
Chicago, IL	Hyster	Forklift	1GCCA14BZJ212596	1988
Chicago, IL	General Motors	Pickup	TCG14AF707914	1980
Verona, PA	K-131 Trailmobile	Kitchen Trailer	126018	1963
Verona, PA	K-132 Trailmobile	Kitchen Trailer	126019	1963
Verona, PA	K-133 Ohio Van	Storage Trailer	T7463R	1963
Verona, PA	K-135 Page & Page	Loading Ramp Trailer	20078	1968
Verona, PA	K-136 White Truck	Refrig.	475085	1957
Verona, PA	Storage Trailer		1963	
Verona, PA	Storage Trailer		1963	
Camden, AL	Chevrolet	LUV	CLN14A8245830	1980
Danville, Louisiana	Mack	Truck	R685ST75600	1979
Danville, Louisiana	Ford	3/4 Ton	F15YUB75238	1976
Santa Rosa, FL	Chevrolet	Truck	PJ7585E	1962
Santa Rosa, FL	Chevrolet	Truck	CE639P8Z6093	1969
Fulton, AL	Chevrolet	C-65	CCE663V173749	1973

<u>Location</u>	<u>Make</u>	<u>Type</u>	<u>Serial Number</u>	<u>Year</u>
Fulton, AL	Ford	Truck	F60DCU42690	1974
Flat Rock, AL	Diamond & Roo	Truck	S013106	1974
Carbondale, IL	Ford	F-150	1FTEF15Y7GKB57449	1986
Carbondale, IL	Pontiac	F-6000	2G2AF19X5F1235004	1985
Denver, CO	Ford	F-150	F15EKJA3323	1980
Denver, CO	Ford	F-150	1FTEF15YHELA78666	1984
Gainesville, FL	Gind	Trailer	107641L	1973
Gainesville, FL	Evan	Trailer	1J9H140B9E0003631	1984
Gainesville, FL	Evan	Trailer	1J9H140B7E0003630	1984
Gainesville, FL	TM	Trailer	J64232	1973
Gainesville, FL	Gind	Trailer	107641L (Chip)	1973
Gainesville, FL	Gind	Trailer	122160L	1974
Gainesville, FL	Gind	Trailer	99952L	1973
Gainesville, FL	Gind	Trailer	09073826	1978
Gainesville, FL	ASPT	Trailer	FLT2006U	1982
Gainesville, FL	Fruehauf	Trailer	FWS637419	1974
Gainesville, FL	Roge	Trailer	FLT2004X	1985
Gainesville, FL	Fruehauf	Trailer	FWZ349795	1978
Gainesville, FL	TRLM	Trailer	L33124	1974
Gainesville, FL	Semi	Trailer	J65436	1973
Gainesville, FL	Evan	Trailer	12716	1967
Gainesville, FL	ASPT	Trailer	FLT2004W	1984
Galesburg, IL	Ford	F-150 P/U	1FTEF15Y4EA03102	1984
Galesburg, IL	Pontiac	6000 Wagon	2G2AF35X8F1244958	1984
Green Spring, WV	Chevrolet	Truck	1CGGC24T00J156677	1986

<u>Location</u>	<u>Make</u>	<u>Type</u>	<u>Serial Number</u>	<u>Year</u>
Grenada, MS	Chevrolet	Station Wagon	1G1AW35X4G6112634	1986
Grenada, MS	Chevrolet	Tractor Cab	CE53LP117724	1971
Grenada, MS	GMC	Tractor Cab	TCE63WV540887	1972
Grenada, MS	Chevrolet	Pick-up	1GCCS14P4H8198147	1987
Grenada, MS	Chevrolet	Pick-up	2GCCC14D1C1182999	1982
Grenada, MS	GMC	Tractor Cab	1GT9C4CXBUSS9758	1981
Guthrie, KY	Chevrolet	Celebrity	1G1AW19R4E6873046	1984
Guthrie, KY	Chevrolet	C20 P/U	2GCEC24HBG1165242	1986
Montgomery, AL	Ford	P/U	F10ENJJ7138	1980
Montgomery, AL	Ford	P/U	F12ERJJ1894	1980
Montgomery, AL	Ford	P/U	F10GYY25353	1977
North Little Rock, AR	Ford	P/U	1FTHR10A1FUC34453	1985
Port Newark, NJ	Ford	P/U	1FTCF1SY0GNA40091	1986
Roanoke, VA	Pontiac	6000	1G2AF51W3HT207578	1987
Roanoke, VA	Ford	P/U	1FTDF15YXFNA68175	1985
Superior, WI	Chevrolet	S-10	1G8CT18B7F0112717	1985
Superior, WI	Ford	1/2 Ton	1FTEF15Y3HPA31478	1987
Susquehanna, PA	Chevrolet	Sdn.	36277273	1984
Susquehanna, PA	Ford	P/U	36702314002	1984
Susquehanna, PA	Trailmobile	Trailer	612152	1963
Susquehanna, PA	Trailmobile	Trailer	612160	1963
Susquehanna, PA	Chevy	S-10	A36884071	1985
Feather River, CA	Ford	F-150 P/U	1FTDF15Y6HPA23824	1987
Feather River, CA	Ford	Ranger	1FTCF15Y7EPB35040	1984

<u>Location</u>	<u>Make</u>	<u>Type</u>	<u>Serial Number</u>	<u>Year</u>
Feather River, CA	Ford	F-150	1FTBR10A7EUB72718	1984
Feather River, CA	Freightliner	12064T	1FUPYDYBP193938	1981
Feather River, CA		Trailer	15689	1980
Feather River, CA	Chevrolet	C-10	N/A	1985
Feather River, CA	Chevrolet	C-10	1GCDC14F0FJ178801	1985
Adelaide, PA	Barko	Loader	8860	1977
Adelaide, PA	Evans	Pole Trailer	13775	1973
Adelaide, PA	Mack	Tractor	DM68654012	1977
Adelaide, PA	Atlantic	Mobile Office		1974
Adelaide, PA		Flat Bed Trailer	M23889	
Adelaide, PA		Flat Bed Trailer	M23891	
Kansas City, MO		Flat Bed	F86510	1979
Kansas City, MO	White	Tractor	5PRCFGH026691	1979
Kansas City, MO	Prentice	Loader		
Quakertown, PA	Prentice	Autocar w/ Unloader	20-729961	
Quakertown, PA	Evans	Pole Trailer	SN13025	
Quakertown, PA	Pettibone	Loader	3394	
Huntington, WV	Prentice	Loader	21567	
Huntington, WV	Peterbilt	Tractor	1XP9629X2BP145785	1981
Huntington, WV	Freuhauf	Pole Trailer	SN15615	1972
Huntington, WV	Evans	Pole Trailer		1962
Orrville, OH	White	Tractor	63284	1975
Orrville, OH	Hiab	Crane	63284	1975

<u>Location</u>	<u>Make</u>	<u>Type</u>	<u>Serial Number</u>	<u>Year</u>
Orrville, OH	Trailco	Flat Bed Trailer	SN2742	
Orrville, OH	Freuhauf	Flat Bed Trailer	106900	
Orrville, OH	Kenworth	Tractor		1984
Orrville, OH	Prentice	Crane	26816	
Orrville, OH	Evans	Pole Trailer	14673	
Orrville, OH		1 Building (Yard)		
Houston, TX	Prentice	Loader	210P19558-7607	
Houston, TX		2 Office Buildings 12 x 24		
Houston, TX	Taylor	Lift Truck	SN5309647	
Houston, TX		Flat Bed Trailer		
Houston, TX		Flat Bed Trailer	SN13083	
Houston, TX	Farm	Tractor; Front End Loader		
Houston, TX	Caterpillar	950 Loader Trailer		
Yarmouth, ME	International	Tractor	F9370	1985
Yarmouth, ME	Barko	Loader	3919	
Yarmouth, ME		Pole Trailer	SN5122200950	
Yarmouth, ME		Pole Trailer	SN12552	
Yarmouth, ME	GMC	Tractor	1GDT9FK5BV555352	1981
Yarmouth, ME	Evans	Pole Trailer	12715	
Yarmouth, ME	Trailmobile	2 Flat Bed Trailers (1 Expandable)		

<u>Location</u>	<u>Make</u>	<u>Type</u>	<u>Serial Number</u>	<u>Year</u>
Yarmouth, ME	Barko	Loader	8463	
	F-700	Truck	1FDNF70H7FVA45317	1985
	GMC	Boom Truck	1GDL7D1B9FV507471	1985

Owned Railroad Cars

Koppers Company, Inc.

<u>Number</u>	<u>Type of Equipment</u>	<u>A.A.R. Mechanical Designation</u>	<u>Identifying Marks</u>	<u>Serial Number (both inclusive in the case of each series)</u>
28	tank cars	111-A-100-W-1	KPCX	400-427
15	tank cars	111-A-100-W-3	KPCX	428-442
42	tank cars	111-A-100-W-1	KPCX	443-484
6	tank cars	111-A-60-W-1	KPCX	500-505
3	tank cars	111-A-60-W-1	KPCX	507-509
5	tank cars	111-A-100-W-1	KPCX	510-514
3	tank cars	111-A-100-W-1	KPCX	517-519
7	tank cars	111-A-60-W-1	KPCX	520-526
2	tank cars	111-A-60-W-1	KPCX	528-529
20	tank cars	111-A-100-W-3	KPCX	530-549
120	tank cars	111-A-60-W-1	KPCX	550-669
7	tank cars	111-A-60-W-1	KPCX	700-706
1	tank car	103-W	KPCX	2201
1	tank car	103-W	KPCX	2203
2	tank cars	103-W	KPCX	2212-2213
1	tank car	103-W	KPCX	2215
1	tank car	103-W	KPCX	2221
1	tank car	103-W	KPCX	2226
1	tank car	103-W	KPCX	2228
4	tank cars	103-W	KPCX	2230-2233
1	tank car	103-W	KPCX	2237
1	tank car	103-W	KPCX	3301
1	tank car	103-W	KPCX	3003
1	tank car	103-W	KPCX	3005
2	tank cars	103-W	KPCX	3008-3009
1	tank car	103-W	KPCX	3012
1	tank car	103-W	KPCX	3015
1	tank car	103-W	KPCX	3017
2	tank cars	103-W	KPCX	3024-3025
3	tank cars	103-W	KPCX	3027-3029
1	tank car	103-W	KPCX	3032
1	tank car	103-W	KPCX	3037
1	tank car	103-W	KPCX	3039
1	tank car	103-W	KPCX	3046
1	tank car	103-W	KPCX	3049
1	tank car	103-W	KPCX	3052

<u>Number</u>	<u>Type of Equipment</u>	<u>A.A.R. Mechanical Designation</u>	<u>Identifying Marks</u>	<u>Serial Number (both inclusive in the case of each series)</u>
1	tank car	103-W	KPCX	3054
2	tank cars	103-W	KPCX	3058-3059
1	tank car	103-W	KPCX	3067
1	tank car	103-W	KPCX	3071
1	tank car	103-W	KPCX	3118
3	tank cars	103-W	KPCX	3120-3122
1	tank car	103-W	KPCX	3128
4	tank cars	103-W	KPCX	3131-3134
2	tank cars	103-W	KPCX	3142-3143
1	tank car	103-W	KPCX	3146
2	tank cars	103-W	KPCX	3152-3153
1	tank car	103-W	KPCX	3155
1	tank car	103-W	KPCX	3157
1	tank car	103-W	KPCX	3163
1	tank car	103-W	KPCX	3167
2	tank cars	103-W	KPCX	3170-3171
5	tank cars	103-W	KPCX	3179-3183
1	tank car	103-W	KPCX	3186
1	tank car	103-W	KPCX	3188
1	tank car	103-W	KPCX	3190
1	tank car	103-W	KPCX	3192
3	tank cars	103-W	KPCX	3200-3202
1	tank car	103-W	KPCX	3208
2	tank cars	103-W	KPCX	3213-3214
1	tank car	103-W	KPCX	3217
4	tank cars	103-W	KPCX	3219-3222
2	tank cars	103-W	KPCX	3225-3226
3	tank cars	103-W	KPCX	3232-3234
1	tank car	103-W	KPCX	3238
3	tank cars	103-W	KPCX	3240-3242
2	tank cars	103-W	KPCX	3247-3248
1	tank car	103-W	KPCX	3250
1	tank car	103-W	KPCX	3254
1	tank car	103-W	KPCX	3261
1	tank car	103-W	KPCX	3264
2	tank cars	103-W	KPCX	3268-3269
3	tank cars	103-W	KPCX	3271-3273
2	tank cars	103-W	KPCX	3275-3276
1	tank car	103-W	KPCX	3278
2	tank cars	103-W	KPCX	3280-3281
1	tank car	103-W	KPCX	3283
1	tank car	103-W	KPCX	3288
1	tank car	103-W	KPCX	3296
1	tank car	103-W	KPCX	3299
2	tank cars	103-W	KPCX	3301-3302
1	tank car	103-W	KPCX	3305
1	tank car	103-W	KPCX	3309
1	tank car	103-W	KPCX	4001
1	tank car	103-W	KPCX	4008

<u>Number</u>	<u>Type of Equipment</u>	<u>A.A.R. Mechanical Designation</u>	<u>Identifying Marks</u>	<u>Serial Number (both inclusive in the case of each series)</u>
1	tank car	103-W	KPCX	4016
1	tank car	103-W	KPCX	4024
1	tank car	103-W	KPCX	4026
1	tank car	103-W	KPCX	4035
1	tank car	103-W	KPCX	4042
1	tank car	103-W	KPCX	4044
1	tank car	103-W	KPCX	4046
1	tank car	103-W	KPCX	4048
2	tank cars	103-W	KPCX	4056-4057
1	tank car	103-W	KPCX	4065
1	tank car	103-W	KPCX	4068
1	tank car	103-W	KPCX	4074
1	tank car	103-W	KPCX	4100
1	tank car	103-W	KPCX	4107
3	tank cars	103-W	KPCX	4115-4117
1	tank car	103-W	KPCX	4119
2	tank cars	103-W	KPCX	4121-4122
1	tank car	103-W	KPCX	2200
1	tank car	103-W	KPCX	2202
1	tank car	103-W	KPCX	2205
1	tank car	103-W	KPCX	2208
2	tank cars	103-W	KPCX	2210-2211
1	tank car	103-W	KPCX	2216
1	tank car	103-W	KPCX	2220
2	tank cars	103-W	KPCX	2222-2223
1	tank car	103-W	KPCX	2225
1	tank car	103-W	KPCX	2227
1	tank car	103-W	KPCX	2229
2	tank cars	103-W	KPCX	2234-2235
1	tank car	103-W	KPCX	2238
2	tank cars	103-W	KPCX	3020-3021
2	tank cars	103-W	KPCX	3033-3034
1	tank car	103-W	KPCX	3038
2	tank cars	103-W	KPCX	3044-3045
1	tank car	103-W	KPCX	3057
1	tank car	103-W	KPCX	3060
1	tank car	103-W	KPCX	3063
1	tank car	103-W	KPCX	3065
1	tank car	103-W	KPCX	3074
2	tank cars	103-W	KPCX	3102-3103
2	tank cars	103-W	KPCX	3106-3107
1	tank car	103-W	KPCX	3119
2	tank cars	103-W	KPCX	3137-3138
1	tank car	103-W	KPCX	3140
2	tank cars	103-W	KPCX	3147-3148
1	tank car	103-W	KPCX	3161
2	tank cars	103-W	KPCX	3164-3165
1	tank car	103-W	KPCX	3172
1	tank car	103-W	KPCX	3175

<u>Number</u>	<u>Type of Equipment</u>	<u>A.A.R. Mechanical Designation</u>	<u>Identifying Marks</u>	<u>Serial Number (both inclusive in the case of each series)</u>
1	tank car	103-W	KPCX	3187
1	tank car	103-W	KPCX	3189
1	tank car	103-W	KPCX	3191
1	tank car	103-W	KPCX	3195
1	tank car	103-W	KPCX	3197
2	tank cars	103-W	KPCX	3204-3205
1	tank car	103-W	KPCX	3207
1	tank car	103-W	KPCX	3209
1	tank car	103-W	KPCX	3218
1	tank car	103-W	KPCX	3229
1	tank car	103-W	KPCX	3231
1	tank car	103-W	KPCX	3239
2	tank cars	103-W	KPCX	3251-3252
1	tank car	103-W	KPCX	3255
1	tank car	103-W	KPCX	3263
1	tank car	103-W	KPCX	3284
1	tank car	103-W	KPCX	3291
1	tank car	103-W	KPCX	3297
1	tank car	103-W	KPCX	3307
1	tank car	103-W	KPCX	4011
1	tank car	103-W	KPCX	4015
1	tank car	103-W	KPCX	4019
2	tank cars	103-W	KPCX	4021-4022
1	tank car	103-W	KPCX	4025
1	tank car	103-W	KPCX	4031
1	tank car	103-W	KPCX	4038
1	tank car	103-W	KPCX	4055
1	tank car	103-W	KPCX	4061
2	tank cars	103-W	KPCX	4063-4064
1	tank car	103-W	KPCX	4066
1	tank car	103-W	KPCX	4069
1	tank car	103-W	KPCX	4109
1	tank car	103-W	KPCX	4111
1	tank car	103-W	KPCX	4114
1	tank car	103-W	KPCX	4118
1	tank car	103-W	KPCX	4120

TAR, WOOD, COKE AND ROOFING PRODUCTS
SCHEDULE B
INTELLECTUAL PROPERTY

PATENTS

<u>U. S. Patent Number and Docket Number</u>	<u>Issue Date</u>	<u>Inventor</u>	<u>Title</u>
3,635,509 76F41	1/18/72	G. Birkemeier et al	Dome Joint Structures.
3,650,788 66T128	3/21/72	W. E. Kemp et al	Reactive Coal Tar System Containing Phenol Reactive Compounds.
3,764,377 70T507	10/09/73	W. E. Kemp	Wood Treated with a Preservative Composition.
3,764,378 72T14	10/09/73	W. E. Kemp	Wood Treated with a Preservative Composition.
3,775,473 70G590	11/27/73	N. J. Mruk	Method for the Oxidation of Aryl Methyl Groups to Carboxylic Acid Groups.
3,785,776 70T34	1/15/74	B. T. Larkin	Apparatus for Continuous Liquid Phase Separation.
3,807,323 73F61	4/30/74	R. E. Watts	Improvements in Refuse Burner Apparatus.
3,819,658 66T407	6/25/74	W.T. Gormley et al	Isomerization of Tetrahydrophthalic Anhydride.

<u>U. S. Patent Number and Docket Number</u>	<u>Issue Date</u>	<u>Inventor</u>	<u>Title</u>
3,819,670 70T507DI	6/25/74	W. E. Kemp	Organic Arsenic Compound for Creosote Fortification.
3,822,137 70T507DII	7/02/74	W. E. Kemp	Organic Arsenic Compound for Creosote Fortification.
3,822,302 72T14DI	7/02/74	W. E. Kemp	1-(Bis(2 Hydroxypropyl) Nitroethylene) -5-Stiba-1-Aza-4,6 Dioxacyclo Octyl Antimony Ether.
3,839,515 70T387B	10/01/74	G. R. Romovacek	Shaped Articles of Isotropic Carbon and a Method For Making the Same.
3,847,093 72F615C	11/12/74	A. Foster	Refuse Burner Apparatus.
Canada	Patent No. 995,982		
3,852,308 68T682C-I	12/03/74	R. C. Ryder et al	Process for the Production of Phthalic Anhydride.
3,867,765 73F187	2/25/75	A. Foster	Pole Kiln and Method for Drying Logs.
3,888,774 72T14DII	6/10/75	W. E. Kemp	Wood Treating Solution Containing Creosote and Antimony.
3,905,943 70T232	9/16/75	W. T. Gormley	Preparation of Fumarates.
3,913,499 73F61C	10/21/75	R. E. Watts	Improvements in Refuse Burner Apparatus.
Canada	Patent No. 994,608		

<u>U. S. Patent Number and Docket Number</u>	<u>Issue Date</u>	<u>Inventor</u>	<u>Title</u>
3,956,100 74T47	5/11/76	D. V. Todd	Creosote and a Method for Producing the same.
3,960,969 73T219A	6/1/76	N. P. Greco et al	Method for Preparing an Improved Creosote Wood Preservative from a Coal Tar Creosote by the Use of Caustic Compounds.
3,962,365 75T25	6/8/76	R. M. Gaydos et al	Process for Producing a Mixture of Isopropyl- naphthalenes.
3,973,971 73T219B	8/10/76	N. P. Greco et al	Method for Preparing an Improved Creosote Wood Preservative from a Coal Tar Creosote.
3,992,455 72G528	11/16/76	G. Leston	Preparation of 5-Sec Alkyl-M-Cresol.
Canada	Patent No. 1,035,792		
3,996,249 66T416C	12/7/76	B. B. Corson et al	Isomerization Process.
4,013,520 74T23	3/22/77	R. H. Maxwell	Process for Separating 2, 6-Xylenol from a Mixture of Cresylic Acids.
4,048,020 69T380	9/13/77	G. R. Romovacek	Method and Apparatus for the Control of Pitch Operation.
4,048,056 69T380BD	9/13/77	G. R. Romovacek	Method for the Control of Pitch Operation.
4,066,159 69T380	1/3/78	G. R. Romovacek	Method and Apparatus for the Control of Pitch Still Operation.

<u>U. S. Patent Number and Docket Number</u>	<u>Issue Date</u>	<u>Inventor</u>	<u>Title</u>
4,066,737 70T387C	1/3/78	G. R. Romovacek	Method for Making Isotropic Carbon Fibers.
Canada	Patent No. 997,516		
4,158,101 73T291	6/12/79	G. Leston	Process for Methylation of Phenolic Compounds.
4,197,190 77F69	4/8/80	A. Foster	Process for Dehydrating Tar and/or Hydrocarbon Oils.
Australia	Patent No. 514,838		
Canada	Patent No. 1,122,135		
4,215,229 76T18	7/29/80	N. P. Greco	Process for Alkylating Phenolic Compounds to produce ortho and para monoalkylated phenols and 2, 4 and 2, 6 dialkylated phenols
Belgium	Patent No. 877,020		
France	Serial No. 79/15283		
Germany	Serial No. P29-24-161		
Gr. Britain	Patent No. 2,023,139		
Italy	Patent No. 1,188,838		
Japan	Patent No. 1,253,498		
4,231,908 76G16C-I	11/4/80	C. J. Pennino	Composition for Use Between Polymeric Tie Plates and Cross Ties.
4,267,389 77G19-I	5/12/81	G. Leston	Process for Separating Para-Cresol from a Mixture of Methylated and Ethylated Phenols.

<u>U. S. Patent Number and Docket Number</u>	<u>Issue Date</u>	<u>Inventor</u>	<u>Title</u>
4,267,390 77G19-IV	5/21/81	G. Leston	Process for Obtaining Para Cresol from a Mixture of Methylated and Ethylated Phenols Characterized by Selective Complexation with Calcium Bromide and Sodium Acetate.
4,267,391 77G19-III	5/12/81	G. Leston	Process for Obtaining Para Cresol from a Mixture of Methylated and Ethylated Phenols Characterized by Urea Clathration of Meta Cresol.
4,267,392 77G19II	5/12/81	G. Leston	Process for Obtaining Para Cresol and Meta Cresol from a Mixture of Methylated and Ethylated Phenols containing Meta- Para Cresol.
4,275,246 79T35	6/23/81	N. P. Greco	Separation of Phenols.
Germany	Serial No. P30-05-200-7		
France	Patent No. 2,460-282		
Gr. Britain	Patent No. 80/10006		
Belgium	Patent No. 881,475		
Australia	Patent No. 529,371		
Japan	Patent No. 1,263,289		
Canada	Patent No. 1,125,789		
4,229,511 79F20	12/10/82	H. J. Demers	Connector and Imperforate Reinforcement Plates in Combination.

<u>U. S. Patent Number and Docket Number</u>	<u>Issue Date</u>	<u>Inventor</u>	<u>Title</u>
4,326,421 79F6	4/27/82	W. D. Pilesi et al	Continuous Proofloader.
Canada	Patent No. 1,163,117		
4,326,669 75G120	4/27/82	R. H. Moult et al	Laminated Wooden Railroad Crosstie Having Exposed End-Grain Forming Part of the Load Bearing Surface.
4,367,360 78G6	1/04/83	W. T. Gormley	Method for Product Isolation and Catalyst Recovery in Aluminum Chloride Catalyzed Isomerization of Sym- Octahydrophenanthrene to Sym-Octahydroanthracene.
4,374,756 77T119	2/22/83	P. H. Harju et al	Vanadium-Hydrogen- Phosphorus-Oxygen Catalytic Material.
Canada	Patent No. 1,183,829		
Belgium	Patent No. 894,351		
Switzerland	Serial No. 5370/82-0		
Gr. Britain	Patent No. 2,106,091		
4,376,223 80G58	3/08/83	W. T. Gormley	Method for Promoting Aluminum Chloride Catalyzed Isomerization of Sym- octahydrophenanthrene to Sym-octhydroanthracene with Aryl Phenone.
4,376,224 81G68	3/08/83	W. T. Gormley	Aluminum Chloride Catalyzed Isomerization of Sym- octahydrophenanthrene to Sym-Octahydroanthracene with Acyl Peroxide.

U. S. Patent Number and Docket Number	Issue Date	Inventor	Title
4,384,156 81G74	5/17/83	W. T. Gormley	Method for Promoting Aluminum Chloride Catalyzed Isomerization of Sym-octahydrophenanthrene to Sym-octohydroanthracene with Aroyl Halide.
4,385,194 80G61	5/24/83	W. T. Gormley	Method for Promoting Aluminum Chloride Catalyzed Isomerization of Sym-octahydrophenanthrene to Sym-octahydroanthracene with Aralkyl Halide.
4,389,336 78T66	6/21/83	P. H. Harju et al	Preparation of Naphthalene-Oxidation Catalyst by Impregnation of Solica with Aqueous Solutions of $\text{VOCl}_2 \cdot 2\text{H}_2\text{O}$ - K_2SO_4 - KHSO_4 .
Belgium	Patent No. 894,430		
Canada	Patent No. 1,178,511		
Gr. Britain	Patent No. 2,106,411		
Japan	Serial No. 157398/82		
W. Germany	Serial No. P32-34-052.4		
Switzerland	Patent No. 657284		
4,429,170 82T2	1/31/84	R. L. Lovel	Process for Removing Tar Bases From Lurgi Tar Acid Stream.
France	Patent No. 2,530,262		
Germany	Serial No. P33-24-566.5		
Gr. Britain	Patent No. 2,124,248		
Italy	Serial No. 48676/83		

<u>U. S. Patent Number and Docket Number</u>	<u>Issue Date</u>	<u>Inventor</u>	<u>Title</u>
4,443,636 80T44	4/17/84	N. P. Greco	Refining Lurgi Tar Acids.
France	Patent No. 83/11105		
Germany	Serial No. P33-14-163.0		
Gr. Britain	Patent No. 2,124,247		
Japan	Serial No. 80671/1983		
4,447,658 82G81	5/08/84	G. Leston	Process for separating 3,5 xyleneol or 3, 4 xyleneol from other polymethylated phenolic compounds.
4,456,763 78T66D	6/26/84	P. H. Harju et al	Preparation of Naphthalene Oxidation Catalyst by Impregnation of Silica With Aqueous Solution of $\text{VOC}_2\text{O}_4\text{-K}_2\text{SO}_4\text{-KHSO}_4$.
4,460,784 77T119D-III	7/17/84	P. H. Harju et al	Fluid Bed Catalysts Process for Making Maleic Anhydride.
4,475,001 79G54	10/02/84	G. Leston	Process for alkylating phenolic compounds to produce ortho or para monoalkylated or 2,4 and 2,6 dialkylated phenols.
4,480,140 79G53	10/30/84	G. Leston	Process for alkylating phenolic compounds to produce ortho or para monoalkylated or 2,4 and 2,6 dialkylated phenols.
4,482,643 74T42	11/13/84	P. Harju et al	Preparation of crystalline TiO_2 as Anatase and/or Rutile in Porous Carriers.

<u>U. S. Patent Number and Docket Number</u>	<u>Issue Date</u>	<u>Inventor</u>	<u>Title</u>
4,499,312 82G81C	2/12/85	G. Leston	Complex formed to separate 3,5 xylenol or 3,4 xylenol; from other polymethylated phenolic compounds.
4,679,658 85C27	7/14/87	H. Demers	Gaff.
4,732,320 85C42	3/22/88	S. H. Owen	Railroad Grade Crossing with Transverse Securing Splines.
4,742,663 77F48	5/10/88	H. J. Demers	Concealed Load Distribution Means for Wooden Beams.

No. U. S. Case
Foreign Counterparts Only

<u>Docket No.</u>	<u>Inventor</u>	<u>Title</u>
85G6	G. R. Romovacek	Process for Measuring Slump of a Green Anode.
Brazil	Serial No. PI 8606516	
Venezuela	Serial No. 01368-87	

Retained License

<u>U. S. Patent Number and Docket Number</u>	<u>Issue Date</u>	<u>Inventor</u>	<u>Title</u>
4,309,878 78T49	1/12/82	E. D. Brennan	Process and Aparatus for Separating and Purifying a Crystalline Material.

Koppers Tar and Wood business has retained a non-exclusive, non-terminable, royalty free license, without the right to sublicense, to practice this patent in any operations 50% or more owned by the Tar and Wood business. This retained license is transferrable to the successor in interest of Koppers' Tar and Wood business.

Pending Patent Applications

<u>Serial No.</u>	<u>Filing Date</u>	<u>Inventor</u>	<u>Title</u>
717,280 79F15C	3/28/85	W. D. Pilesi et al	Rail Fastener.
Canada	Appl. No. 434,104		
793,145 79F70CIP1	10/31/85	S. H. Owen	Improved Rail Fastener.
183,055	4/19/88	D. K. Beachy et al	Capped Highway Grade Crossing.
Canada	Appl. No. 434,531		
170,527 85C42CIP	3/21/88	S. H. Owen	Railroad Grade Crossing with Improved Transverse.

Invention Disclosures

<u>Docket No.</u>	<u>Inventor</u>	<u>Title</u>
83T7	G. R. Romovacek	Continuous conversion of heavy oils and distillation residues into commercial carbons.
84T11	R. W. Nagy	Coal tar/aluminum bitumen.
85G7	G. R. Romovacek	Instrument for measuring the plasticity of green paste.
85C49	J. T. Dietz	Low ash pitch process.
86C2	H. J. Buxton	Process for measuring area percent of black vs. white of prebaked anode butts.
87C8	S. Sultan	Creosote stabilization.
87C9	Ryan/Fleming	Naphthoquinone recycle.
87C12	G. L. Reynolds	Improved wood tie.
87C15	G. R. Romovacek	Shaped articles of isotropic carbon and method for making the same.

COMPUTER SOFTWARE

- A. All computer software, software licenses and documentation thereof located at the Real Property.
- B. All computer software, software licenses and documentation thereof located at the Koppers Building in Pittsburgh, Pennsylvania and the Koppers-Monroeville Research Center in Monroeville, Pennsylvania and used primarily in the Business except for the computer software and rights associated therewith relating to the Unisys mainframe, Digital Vaxes (8350, 780 and Micro Vax) and IBM System 36.

TRADEMARKS

<u>Trademark</u>	<u>Country</u>	<u>Appln. No.</u> <u>or</u> <u>Reg. No.</u>	<u>Filing Date</u> <u>or</u> <u>Reg. Date</u>	<u>Int.</u> <u>Class</u>	<u>Goods</u>
ASIDBAR	U.S.	508,131	03/29/69	19	Treated wood
HYDROSHIELD	U.S.	654,685	11/18/77	19	Asphalt compositions
KOLINEUM	U.S.	284,033	06/09/71	5	Wood preservatives
KOPPERS COKE	U.S.	160,225	10/17/82	4	Coke
KOPPERS	U.S.	930,270	03/07/72	1,4,19	Coke and by- products
KOPPERS	U.S.	930,288	03/07/72	1	Adhesives
KOPPERS	U.S.	930,293	03/07/72	1,5	Phenols
KOPPERS	U.S.	930,311	03/07/72	19	Paving materials
KOPPERS	U.S.	930,341	03/07/72	2	Paints
KOPPERS	U.S.	930,447	03/07/72	7	Machinery, equipment
KOPPERS	U.S.	930,515	03/07/72	11	Environmental control app.
KOPPERS	U.S.	930,518	03/07/72	7,17	Piston rings/shaft seals
KOPPERS	U.S.	930,530	03/07/72	16	House publications
KOPPERS	U.S.	1,241,176	06/07/83	17	Foam insulation
KOPPERS	Argentina	755,718	02/04/83	5,6,7	Chemicals
KOPPERS	Argentina	1,020,175	04/02/81	2	Paints
KOPPERS	Argentina	1,020,176	04/02/81	7	Piston rings
KOPPERS	Argentina	1,020,177	04/02/81	17	Refractory materials
KOPPERS	Argentina	1,020,178	04/02/81	1	Chemicals

TRADEMARKS

<u>Trademark</u>	<u>Country</u>	<u>Appln. No. or Reg. No.</u>	<u>Filing Date or Reg. Date</u>	<u>Int. Class</u>	<u>Goods</u>
KOPPERS	Argentina	1,020,179	04/02/81	1	Chemicals
KOPPERS	Argentina	1,020,180	04/02/81	1	Chemicals
KOPPERS	Argentina	1,020,181	04/02/81	1	Chemicals
KOPPERS	Argentina	1,020,182	04/02/81	7	Machinery, equipment
KOPPERS	Argentina	1,020,640	04/07/81	7	Machinery, equipment
KOPPERS	Argentina	1,020,641	04/07/81	7	Machinery equipment
KOPPERS	Argentina	1,020,642	04/07/81	7	Machinery equipment
KOPPERS	Argentina	1,020,643	04/07/81	7	Machinery equipment
KOPPERS	Argentina	1,020,644	04/07/81	7	Machinery equipment
KOPPERS	Argentina	1,020,645	04/07/81	7	Machinery equipment
KOPPERS	Argentina	1,020,646	04/07/81	7	Machinery equipment
KOPPERS	Argentina	1,020,647	04/07/81	7	Machinery equipment
KOPPERS	Argentina	1,020,648	04/07/81	7	Machinery equipment
KOPPERS	Argentina	1,021,840	05/11/81	7	Corrugating machinery
KOPPERS	Argentina	1,021,841	05/11/81	1	Chemicals
KOPPERS	Argentina	1,358,994	12/26/82	7	Machinery

TRADEMARKS

<u>Trademark</u>	<u>Country</u>	<u>Appln. No. or Reg. No.</u>	<u>Filing Date or Reg. Date</u>	<u>Int. Class</u>	<u>Goods</u>
KOPPERS	Argentina	1,358,995	12/26/82	9	Electrical apparatus
KOPPERS	Argentina	1,358,996	12/26/82	11	Environmental apparatus
KOPPERS	Argentina	1,358,997	12/26/82	17	Insulating materials
KOPPERS	Brazil	717,928	05/10/80	17	Refractory materials
KOPPERS	Brazil	703,816	12/10/79	1	Chemicals
KOPPERS	Brazil	717,653	04/10/80	7	Machines, equipment
KOPPERS	Brazil	703,818	12/10/79	9	Machines, equipment
KOPPERS	Brazil	703,817	12/10/79	2	Chem. wood preservatives
KOPPERS	Brazil	716,864	04/10/80	19	Building materials
KOPPERS	Brazil	2,875,802	10/28/83	1	Chemicals
KOPPERS	Brazil	3,063,771	10/30/84	7	Machines
KOPPERS	Brazil	380,268	08/14/78	1	Chemicals
KOPPERS	Brazil	501,870	08/14/78	3	Chemicals
KOPPERS	Brazil	501,834	08/14/78	27	Flooring
KOPPERS	Brazil	380,292	08/14/78	19	Building materials
KOPPERS	Australia	293,576	07/18/76	1	Chemicals/ adhesives
KOPPERS	Australia	293,575	07/18/76	2	Coke oven by-products

TRADEMARKS

<u>Trademark</u>	<u>Country</u>	<u>Appln. No. or Reg. No.</u>	<u>Filing Date or Reg. Date</u>	<u>Int. Class</u>	<u>Goods</u>
KOPPERS	Australia	293,574	07/18/76	19	Roofing membrane
KOPPERS	Australia	230,715	07/18/76	1	Chemicals/ adhesives
KOPPERS	Australia	230,716	07/18/76	19	Waterproofing membrane
KOPPERS	Australia	361,299	06/10/88	2	Chem. wood preservatives
KOPPERS	Australia	361,298	06/10/88	19	Treated wood
KOPPERS (circular)	Australia	B429,785	07/12/85	19	Treated wood
KOPPERS (semi- circular)	Australia	B429,784	07/12/85	19	Treated wood
KOPPERS (angular)	Australia	B429,772	07/12/85	19	Treated wood
KOPPERS	Benelux	057,232	11/24/87	1,2,6, 11,12, 16,17, 19	All of Koppers products Chemicals paints, bldg. materials
KOPPERS	Canada	3/1052	10/02/78	1,2,19	
KOPPERS	Canada	301,845	04/12/85	17	Insulation
KOPPERS	Canada	192,633	02/29/88	1,2,6, 7,17, 19	Chemicals, wood, machinery
KOPPERS	Chile	215,755	06/23/78	1,2,6	Chemical, wood, machinery
KOPPERS	France	1,023,061	07/18/87	1,2,6, 7,16, 17,19, 20,26, 28	Chemicals, wood, machinery

TRADEMARKS

<u>Trademark</u>	<u>Country</u>	<u>Appln. No. or Reg. No.</u>	<u>Filing Date or Reg. Date</u>	<u>Int. Class</u>	<u>Goods</u>
KOPPERS	Great Britain	1,059,037	02/18/83	9	Electrical equipment
KOPPERS	Great Britain	1,059,032	02/18/83	1	Chemicals
KOPPERS	Great Britain	1,059,033	02/18/83	2	Resins, presevatives
KOPPERS	Great Britain	1,059,034	02/18/83	4	Coal tar oils
KOPPERS	Great Britain	1,059,035	02/18/83	6	Metal products
KOPPERS	Great Britain	1,059,038	02/18/83	11	Machinery, equipment
KOPPERS	Great Britain	1,059,036	02/18/83	7	Machinery
KOPPERS	Great Britain	1,059,039	02/18/83	17	Refractory materials
KOPPERS	Great Britain	1,059,040	02/18/83	19	Building materials
KOPPERS	Indonesia	188,617	04/24/84	19	Building materials
KOPPERS	Italy	268,265	03/05/73	1,2,6	Chemicals, wood, machinery
KOPPERS	Italy	239,536	08/11/69	1,2,7, 17,20	Chemicals, wood, machinery
KOPPERS	Japan	59738	06/07/84	1	Chemicals
KOPPERS	Korea	27,265	07/31/82	7	Machines
KOPPERS	Korea	86,594	12/08/82	1	Chemicals
KOPPERS	Korea	86,607	12/08/82	2	Paints
KOPPERS	Korea	86,652	12/08/82	1	Chemicals

TRADEMARKS

<u>Trademark</u>	<u>Country</u>	<u>Appln. No. or Reg. No.</u>	<u>Filing Date or Reg. Date</u>	<u>Int. Class</u>	<u>Goods</u>
KOPPERS	Korea	86,608	12/08/82	19	Building materials
KOPPERS	Mexico	254,088	09/06/85	19	Building materials
KOPPERS	Mexico	320,271	12/08/86	6	Chemicals
KOPPERS	Mexico	188,996	11/08/74	7	Machinery
KOPPERS	Mexico	325,910	06/05/87	15	Non-edible oils & greases
KOPPERS	New Guinea	52,966	08/12/81	2	Chem. wood preservatives
KOPPERS	New Guinea	52,967	08/12/81	19	Treated wood
KOPPERS	Peru	16,458	10/09/83	1	Chemicals
KOPPERS	Spain	547,337	09/28/70	7	Machinery
KOPPERS	Spain	547,335	03/23/70	1	Chemicals
KOPPERS	Spain	547,338	10/05/70	17	Plastics, shaft seals
KOPPERS	Taiwan	60,409	11/01/82	7	Machinery
KOPPERS	Taiwan	60,408	11/01/82	6	Metal goods
KOPPERS	Venezuela	35,633F	09/09/73	1	Plastics
KOPPERS	Venezuela	34,921F	08/09/73	7	Machinery
KOPPERS	Venezuela	35,352F	09/22/73	6	Metal goods
KOPPERS	Venezuela	35,089F	09/05/73	19	Asphalt
KOPPERS	U.S.	909,305	03/02/71	35,37, 42	Engineering services
KOPPERS	Brazil	703,819	01/29/79	37	Engineering services

TRADEMARKS

<u>Trademark</u>	<u>Country</u>	<u>Appln. No. or Reg. No.</u>	<u>Filing Date or Reg. Date</u>	<u>Int. Class</u>	<u>Goods</u>
KOPPERS	Italy	228,068	06/15/71	37,40	Engineering services
KOPPERS FORMULA 7	New Guinea	A51865	09/10/80	2	Paints, varnish, lacquers
LIGHT RISER	U.S.	810,586	06/28/66	19	Lighting standards
LIGHT RISER	Canada	209,937	10/23/75	19	Lighting standards
TARMAC	U.S.	260,696	08/27/69	19	Bituminous tar paving

**SCHEDULE C
TO PLEDGE AND SECURITY AGREEMENT**

Schedule of Stock

1. Tarconord A/S - Joint Venture between Koppers and Tarco
35,000 Shares, DKK 1,000 each
2. Koppers Australia Pty Limited - Joint Venture among
Koppers, BHP and Hickson.
6,187,500 Class "B" Ordinary Shares

SCHEDULE D TO
PLEDGE AND SECURITY AGREEMENT

LOCATION OF EQUIPMENT AND INVENTORY

TAR PRODUCTS DIVISION

OWNED (O) OR
LEASED (L)

Production Facilities:

Chicago, Illinois	O
Chicago, Illinois	L
Follansbee, West Virginia	O
Woodward Tar Plant, Alabama	O
Houston, Texas	L
Portland, Oregon	L

Miscellaneous Facilities:

Atlanta, Georgia office	L
Elmhurst, Illinois office	L
Charlotte, North Carolina	L
Weirton, West Virginia	L

WOOD PRODUCTS DIVISION

Production Facilities

Carbondale, Illinois	O
Florence, South Carolina	O
Gainesville, Florida	O
(includes pole yard)	
Green Spring, West Virginia	O
Grenada, Mississippi	O
Guthrie, Kentucky	O
Galesburg, Illinois	L
Montgomery, Alabama	O
North Little Rock, Arkansas	O
Denver, Colorado	O
Port Newark, New Jersey	L
Roanoke, Virginia	O
Superior, Wisconsin	O

	<u>Owned (O) or Leased (L)</u>
Muncy, Pennsylvania	O
Oroville, California (includes pole yard)	O

Tie & Pole Yards:

Ashley Heights, North Carolina	O
Evergreen, South Carolina	L+
Lane, South Carolina	L
Santa Rosa, (Harold) Florida	O
Danville, Louisiana	L
Flat Rock, Alabama	L
Fulton, Alabama	L
Fraser, Colorado	O
Fraser, Colorado (Virgil Lininger)	L+
Fraser, Colorado (Denver & Rio Grande Western)	L+
Crossville, Tennessee	O
English, Indiana	O
Jamesville, North Carolina	O
Lima, Ohio	L+
St. Paul, Minnesota	L+
Corpus Christi, Texas	L+
Old Bridge, New Jersey	L+
Hamden, Ohio	L
Merrimac, New Hampshire	L+
Raynham, Massachusetts	L+
Syracuse, New York	L+
Yarmouth, Maine	L
Tri-City, Wisconsin	L+
Koshkonong, Missouri	O
Little River, Arkansas	O
Salem, Missouri	O
Corinth, Mississippi (Norfolk Southern RR)	L
Corinth, Mississippi (Illinois Central Gulf)	L
Calico Rock, Arkansas	O
Woodland, Pennsylvania	O
*Quakertown, Pennsylvania	L
Batesville, Arkansas	L
Hoxie, Arkansas (Burlington Northern R.R. Co.)	L

	<u>Owned (O) or Leased (L)</u>
Hoxie, Arkansas (Union Pacific R.R. Co.)	L
Knobel, Arkansas	L
Hamlin, Arkansas	L
Beaver Dam, Kentucky	L
Paducah, Kentucky	L
Brownsville, Tennessee	L
Doyle, Tennessee	L
Henderson, Tennessee	L
White Bluff, Tennessee	L
Morrison, Tennessee	L
Howenwald, Tennessee (City of Howenwald)	L
Howenwald, Tennessee (Charlotte M. Floyd)	L
Jackson, (Bemis) Tennessee	L
Memphis, Tennessee	L
Portsmouth, Ohio	L+
Doniphan, Missouri	L
Viburnam, Missouri	L
Piedmont, Missouri	L
West Plains, Missouri (Gary Butler)	L
West Plains, Missouri (W. J. Barrett)	L
Dillwyn, Virginia	L+
Crewe, Virginia (year to year)	L
Crewe, Virginia (month to month)	L
Loogootee, Indiana	L
Brownstown, Indiana	L
Watson, Indiana	L
Huntington, West Virginia	L
Crawford, West Virginia	L
Belington, West Virginia	L
Kenova, West Virginia	L
*Kansas City, Missouri	O
*Houston, Texas	O
*Adelaide, Pennsylvania	O
*Orrville, Ohio	O
*Ontario, California	O
Bethel, Connecticut	L+
Forestville, Connecticut	L+
Willimantic, Connecticut	L+

Distribution Yards:

Danville, Kentucky	L+
Frankfort, Kentucky	L+

**Owned (O) or
Leased (L)**

Louisville, Kentucky	L+
Paris, Kentucky	L+
Bowling Green, Kentucky	L+
Hopkinsville, Kentukcky	L+
Madisonville, Kentucky	L+
Owensboro, Kentucky	L+
Paducah, Kentucky	L+
Prestonburg, Kentucky	L+
Pineville, Kentucky	L+
Winchester, Kentucky	L+
Shreveport, Lousiana	L+
Monroe, Lousiana	L
West Bank, Lousiana	L+
East Bank, Lousiana	L
Baton Rouge, Lousiana	L+
Covington, Lousiana	L+
Thibodaux, Lousiana	L+
Lake Charles, Lousiana	L+
Lafayette, Lousiana	L+
Leesville, Lousiana	L+
Alexandria, Lousiana	L+
Batesville, Mississippi	L
Booneville, Mississippi	L
Greenwood, Mississippi	L
Gulfport, Mississippi	L
Hattiesburg, Mississippi	L
Jackson, Mississippi	L+
Kosciusko, Mississippi	L
Meridian, Mississippi	L
Starkville, Mississippi	L
Tupelo, Mississippi	L
Vicksburg, Mississippi	L
Pikeville, Kentucky	L

Miscellaneous Properties:

Memphis, Tennessee office	L
Atlanta, Georgia office	L
Elmhurst, Illinois office	L
Pittsburgh, Pennsylvania office	L

+ Properties are leased pursuant to oral agreements for the storage of ties or poles. All of these arrangements are immaterial and substitute locations are readily available. Operating under verbal lease or operating agreement.

* Borrower acquiring leasehold estate only.

COMMERCIAL ROOFING DIVISION

**Owned (O) or
Leased (L)**

Miscellaneous Properties:

Northampton, Pennsylvania office

L

COKE DIVISION

Woodward, Alabama

O

SCHEDULE E

KOPPERS INDUSTRIES, INC.

LOCKBOX ADDRESSES

Mellon - Pittsburgh:

**Koppers Industries, Inc.
P.O. Box 360929M
Pittsburgh, PA 15251-6928**

Mellon - LA

**Koppers Industries, Inc.
Dept. LA 21075
Pasadena, CA 91185-1075**